

***STAFF REPORT***

**To:** Mayor and Council Members  
**From:** Community and Economic Development Department  
**Date:** November 2, 2004  
**Subject:** Approval of Final Map and Subdivision Agreement for Tract Map No. 29195 - Solera

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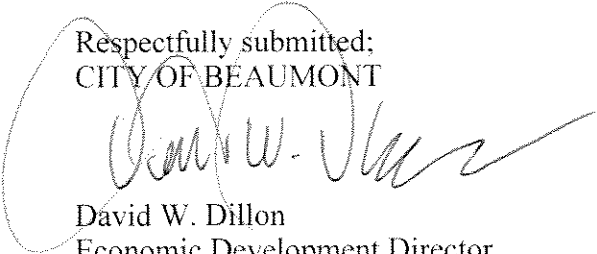
**Background and Analysis:**

The applicant has requested approval of the above referenced final tract map which consists of one hundred and eight (108) single-family lots within the Solera project in Oak Valley Greens. The minimum lot size is 4,000 square feet and the maximum size is over 6,000 square feet. Street improvements and other public improvements will be required pursuant to the conditions of approval and the Subdivision Agreement. The streets within the project are private streets owned by the homeowner's association.

**Recommendation:**

Staff recommends the City APPROVE the proposed final map and Subdivision Agreement subject to conformance with all Conditions of Approval as approved by the City Public Works Director based on the findings that the map substantially conforms to the approved tentative tract map and is consistent with the Subdivision Map Act and the Beaumont Municipal Code.

Respectfully submitted;  
CITY OF BEAUMONT



David W. Dillon  
Economic Development Director

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

TRACT NO. 29195

BETWEEN A SUBDIVISION OF PORTIONS OF PARCELS 4, 5, 6, 9, AND 10 AS SHOWN ON PLAT MAP NO. 291025  
RECORDED IN BOOK 198, PAGES 46-48, INCLUSIVE, OF THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE,  
RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 32 AND 33, T. 2 S., R. 1 W., SSM,  
LUDWIG ENGINEERING

SEPTEMBER, 2003

TAX BOND CERTIFICATE.....

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$\_\_\_\_\_ HAS BEEN EXECUTED AND CITED WITH THE GRAND JURORS OF THE COUNTY OF \_\_\_\_\_ IN THE MATTER OF \_\_\_\_\_, AN ALLEGEDLY DEFUNCT COMPANY, FOR THE PROTECTION OF THE PUBLIC INTERESTS OF THE STATE OF CALIFORNIA, AND ALL SUCH PERSONS CITED AS ABOVE ARE KNOWN TO ME TO BE SOBER, SANE AND OF SOUND MIND, AND I HAVE THEREFORE APPROVED BY SAID BOND OF SAID JURORS.

UNITED STATES OF AMERICA  
COUNTY OF SAN DIEGO  
CASH TAX BOARD  
PAUL MC DONNELL,  
COUNTY TAX COLLECTOR

BY \_\_\_\_\_ DEPUTY \_\_\_\_\_

TAX COLLECTIONS CERTIFICATE

**CAREQ**

DEPUTY \_\_\_\_\_

SIGNATURE OMISSIONS

PERMANENT TO SECTION 55436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED

AN EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INTERESS AND EGRESS  
PARCELS, RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 55970. OF OFFICIAL  
OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA.

BETWEEN CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND OAK VALLEY PARTNERS, L.P. REGARDING THE SALE OF THE OAK VALLEY GOLF & RESORT, LLC AND OAK VALLEY PARTNERS, L.P. AND MAINTAINING AN EXISTING WATER MISC. PROCEEDS, DECEASED SEPTEMBER 30, 1997 AS INSTRUMENT NO. 155714 OF OFFICIAL RECORDS, AND AN AMENDMENT EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., CALIFORNIA OAK VALLEY GOLF & RESORT, LLC AND OAK VALLEY PARTNERS, L.P.

A DECARATION OF EASEMENT FOR GOLF BALLS, EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, FOR A VARIOUS PURPOSES, RECORDED OCTOBER 1, 1998 AS INSTRUMENT NO. 424395 OF OFFICIAL RECORDS.

EXHIBIT 1. 1998 AS INSTRUMENT NO. 424597 OF OFFICIAL RECORDS.

**ABANDONMENT NOTE**

**PURSUANT TO SECTION 6643(g) OF THE SCHEDULING MAP ACT, THE RECORDED INFORMATION IS NOT A GUARANTEE OF ABANDONMENT OR PROOF OF DEED RECORDATION AND DOES NOT CONSTITUTE AN OFFICIAL STATEMENT BY THE BUREAU OF LAND MANAGEMENT.**

CONTAINED WITHIN THE SURVIVISION BOUNDARY OF THIS FACILITY.

RECORDED & RETURNED SHEET 1 OF 4 SHEET

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
COUNTY CLERK OF \_\_\_\_\_  
AT THE REQUEST OF THE CLERK OF THE BOARD

NO \_\_\_\_\_  
FEE \_\_\_\_\_  
GARY L. CARSO  
COUNTY ASSessor-CLERK-RECORDER  
BY \_\_\_\_\_ DEPUTY

ENGINEER'S STATEMENT

I HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTS OF A SURVEY PROJECT REPRESENTING

FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS FREE AND COMPLETE AS SHOWN.

I MEETINGS THAT THIS MAP WAS PRESENTED FOR ADOPTION BY THE CITY OF BEAUMONT AT A REGULAR MEETING THEREOF HELD ON THE 5TH DAY OF NOVEMBER 1902 AND THAT THEREUPON SAID COUNCIL DID BY THE ORDER ONLY PASSED AND ENTERED. APPROVED SAID MAP AND TO ACCEPT ON BEHALF OF THE CITY OF BEAUMONT. SUBJECT TO IMPROVEMENTS: THE EASEMENTS GRANTED IN UTILITY PURPOSES REFERRED WITH IT RELAY OR IMPROVEMENTS: THE EASEMENTS

BY: *Archie, Beverly, Harold, and Mary* .....  
 MARTHA L. CHANCE .....  
 STATE OF NEW YORK .....  
 COUNTY OF ALBANY .....

CEV ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITN MADE. THAT THE SUBDIVISION

THAT PLANS FOR DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT

SAME HAVE BEEN CHECKED AND APPROVED, AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OF THAT THE SUBMITTER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEACONHILL COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING SAME.

FOR DEEPAK AGGARWAL, P.C.E. 51047  
CITY ENGINEER, CITY OF BIRMINGHAM

DEWEES WINE, S.S. 6599

## SOLIS REPORT

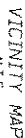
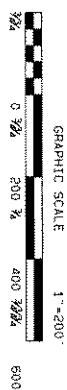
OF LOR OROTECHNICAL, SANSKRIT, 10000 AND 15 OR FILE W/CH REVEREND COORDINATE PLACEMENT DEPARTMENT.

SHEET 2 OF 4 SHEETS

BEING A SUBDIVISION OF PORTIONS OF PARCELS 4, 6, 8, 9, AND 10 AS SHOWN ON BY PARCEL MAP NO. 28102  
RECORDED IN BOOK 198, PAGES 40-46 INCLUSIVE, OF PARCEL MAPS, RECORDS OF  
RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 32 AND 33, T 5, S., R 1 W., S 8M.  
LUDWIG ENGINEERING  
SEPTEMBER, 2003

SEPTEMBER, 2003

CURVE	ARC	RADIUS	DELTA	TANGENT
C1	43.93	85.00	29.44	215.40
C2	40.00	7.25	37.25	249.10
C3	30.55	50.00	23.07	20.05
C4	34.05	44.00	83.54	30.56
C5	34.05	31.00	50.01	18.20



- ENGINEER'S NOTES:
1. THE BASIS OF REFERENCE FOR THIS SURVEY IS THE CENTERLINE OF BROOKSIDE AVENUE, N89° 59' 26" W PER P.M. 29102. P.M.B. 196/40-46.
2. INDICATES FOUND 1" I.P. M/ PLASTIC PLUS STAMPED U.S. 326 PER P.M. 29102. P.M.B. 196/40-46. UNLESS OTHERWISE NOTED.
3. INDICATES FOUND 1" I.P. PER TRACT NO. 29193. M.B. 359/69-94.
4. INDICATES SET 1" I.P. FLUSH, TAGGED R.C.E. 13191. UNLESS OTHERWISE NOTED, CENTERLINE MONUMENTS SET 1/4" BELOW FINISH PAVEMENT SURFACE.
5. A 1" P. WITH PLASTIC PLUS STAMPED R.C.E. 13191 WILL BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
6. A NAIL AND BRASS TAG STAMPED R.C.E. 13191 WILL BE SET IN THE CONCRETE CURB ON THE PROLONGATION OF THE SIDE LOT LINES IN LIEU OF FRONT LOT CORNER.
7. IN THE EVENT THE ABOVE TYPE MONUMENTS CANNOT BE SET DUE TO UNFORSSEEN CIRCUMSTANCES, A TAG MARKED R.C.E. 13191 WILL BE AFFIXED IN CONCRETE, STONE OR METAL AT THE TRUE POSITION CALLED FOR BY THIS MAP.
8. ALL FOUND MONUMENTS DISTURBED AND/OR RESET SHALL BE A RESULT OF CONSTRUCTION WILL BE RESET WITH LIKE KIND TAGGED R.C.E. 13191. UNLESS OTHERWISE NOTED.
9. ( ) DATA FROM PARCEL MAP NO. 29102. P.M.B. 196/40-46.
10. ( ) RECORD AND MEASURED DATA PER TRACT NO. 29193. M.B. 359/69-94.
11. THIS TRACT CONTAINS 20.40 ACRES, 108 LOTS, AND LETTERED LOTS "A" THROUGH "I".
- FLUSH  
196/40-46  
29102 and 196/40-46
- EASEMENT NOTES
1. INDICATES REMAINDER PORTION OF AN EXISTING EASEMENT TO THE CITY OF BEAUMONT FOR INGRESS AND EGRESS PURPOSES, SHOWN ON DETACHED BY PARCEL MAP NO. 29102, FILED IN BOOK 196, PAGES 40-46 OF PARCEL MAP, METROPOLITAN DISTRICT, CALIFORNIA.
2. INDICATES AN EXISTING EASEMENT TO U. S. SPRINT COMMUNICATIONS COMPANY FOR INGRESS AND EGRESS PURPOSES, RECORDED MARCH 9, 1997 AS INSTRUMENT NO. 63970, OF OFFICIAL RECORDS. HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
3. INDICATES AN EXISTING GRANT OF EASEMENT AND COVENANT AGREEMENT BY AND BETWEEN CALIFORNIA OAK VALLEY GOLF & RESORT LLC AND OAK VALLEY PARTNERS, L.P., SEPTEMBER 30, 1997 AS INSTRUMENT NO. 357147 AND BE RECORDED JUNE 23, 1998 AS INSTRUMENT NO. 259452 OF OFFICIAL RECORDS. HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
4. INDICATES AN EXISTING "DECLARATION OF EASEMENT FOR GOLF BALLS", EXECUTED BY AND BETWEEN OAK VALLEY PARTNERS, L.P. & TEXAS LIMITED PARTNERSHIP AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. A DECLARED LIMITED LIABILITY COMPANY, FOR AIRSPACE PURPOSES, RECORDED OCTOBER 1, 1999 AS INSTRUMENT NO. 422596 OF OFFICIAL RECORDS. HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
5. INDICATES AN EXISTING EASEMENTS CONTAINED IN A GRANT DEED EXECUTED BY OAK VALLEY PARTNERS, L. P. & TEXAS LIMITED PARTNERSHIP AS GRANTOR AND WESTBROOK OAK VALLEY PARTNERS, L.L.C. AS INSTRUMENT NO. 422597 OF OFFICIAL RECORDS. HAS NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON THIS MAP.
6. SOUTHERN CALIF. Edison FOR PUBLIC UTILITIES RECORDED 6/14/13 377/171 OF DEEDS
7. SOUTHERN CALIF. Edison FOR PUBLIC UTILITIES RECORDED 6/14/13 377/172 OF DEEDS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

TRACT NO. 29195

BEING A SUBDIVISION OF PORTIONS OF PARCELS A, B, C, D, E, AND F, AS SHOWN ON BY PARCEL MAP NO. 29102  
RIVERSIDE COUNTY, CALIFORNIA, Lying WITHIN SECTIONS 32 AND 33, T4S, R1W, S8M  
SEPTEMBER, 2003

TRACED BY: JOHN RICE, R.L.S.  
PLATTED BY: JOHN RICE, R.L.S.  
L.S. 3615 0000 NW 29102 NAD 83-45-46

BROADSIDE AVENUE

689.59 25.25' 2011.25' 1089.59 25.25' 2011.25' BASIS OF BEIRINGS

REMAINDER PORTION  
PARCEL 4  
PARCEL MAP 29102  
P.M.B. 198/40-45



GRAPHIC SCALE  
1"=60'

SEE SHEET 4

REMAINDER PORTION  
PARCEL 5  
PARCEL MAP 29102  
P.M.B. 198/40-45

CURVE	ARC	RADIUS	DELTA	TANGENT
C1	425.03	817.02	53.14 34'	216.02
C2	406.27	820.05	50.18 43'	202.63
C3	673.13	1301.02	30.59 20'	346.62
C4	678.44	895.02	30.59 20'	346.62
C5	406.13	820.05	50.18 43'	202.63
C6	425.03	817.02	53.14 34'	216.02
C7	445.48	1102.02	31.18 51'	222.81
C8	445.48	1102.02	31.18 51'	222.81
C9	595.61	1160.02	27.39 28'	298.47
C10	409.64	813.02	30.47 17'	206.52
C11	682.27	895.02	30.59 20'	346.62
C12	682.27	895.02	30.59 20'	346.62
C13	38.34	817.02	2.21 02'	19.42
C14	38.34	817.02	2.21 02'	19.42
C15	38.34	817.02	2.21 02'	19.42
C16	49.34	817.02	1.42 11'	24.63
C17	313.52	815.02	1.39 29'	15.62
C18	38.34	817.02	2.21 02'	19.42
C19	38.34	817.02	2.21 02'	19.42
C20	38.34	817.02	2.21 02'	19.42
C21	38.34	817.02	2.21 02'	19.42
C22	38.34	817.02	2.21 02'	19.42
C23	38.34	817.02	2.21 02'	19.42
C24	38.34	817.02	2.21 02'	19.42
C25	38.34	817.02	2.21 02'	19.42
C26	38.34	817.02	2.21 02'	19.42
C27	38.34	817.02	2.21 02'	19.42
C28	38.34	817.02	2.21 02'	19.42
C29	38.34	817.02	2.21 02'	19.42
C30	38.34	817.02	2.21 02'	19.42
C31	38.34	817.02	2.21 02'	19.42
C32	38.34	817.02	2.21 02'	19.42
C33	38.34	817.02	2.21 02'	19.42
C34	38.34	817.02	2.21 02'	19.42
C35	38.34	817.02	2.21 02'	19.42
C36	38.34	817.02	2.21 02'	19.42
C37	38.34	817.02	2.21 02'	19.42
C38	38.34	817.02	2.21 02'	19.42
C39	38.34	817.02	2.21 02'	19.42
C40	38.34	817.02	2.21 02'	19.42
C41	38.34	817.02	2.21 02'	19.42
C42	38.34	817.02	2.21 02'	19.42
C43	38.34	817.02	2.21 02'	19.42
C44	38.34	817.02	2.21 02'	19.42
C45	38.34	817.02	2.21 02'	19.42
C46	38.34	817.02	2.21 02'	19.42
C47	38.34	817.02	2.21 02'	19.42
C48	38.34	817.02	2.21 02'	19.42
C49	38.34	817.02	2.21 02'	19.42
C50	38.34	817.02	2.21 02'	19.42
C51	38.34	817.02	2.21 02'	19.42
C52	38.34	817.02	2.21 02'	19.42
C53	38.34	817.02	2.21 02'	19.42
C54	38.34	817.02	2.21 02'	19.42
C55	38.34	817.02	2.21 02'	19.42
C56	38.34	817.02	2.21 02'	19.42
C57	38.34	817.02	2.21 02'	19.42
C58	38.34	817.02	2.21 02'	19.42
C59	38.34	817.02	2.21 02'	19.42
C60	38.34	817.02	2.21 02'	19.42
C61	38.34	817.02	2.21 02'	19.42
C62	38.34	817.02	2.21 02'	19.42
C63	38.34	817.02	2.21 02'	19.42
C64	38.34	817.02	2.21 02'	19.42
C65	38.34	817.02	2.21 02'	19.42
C66	38.34	817.02	2.21 02'	19.42
C67	38.34	817.02	2.21 02'	19.42
C68	38.34	817.02	2.21 02'	19.42
C69	38.34	817.02	2.21 02'	19.42
C70	38.34	817.02	2.21 02'	19.42

LINE	BEARING	DISTANCE
L1	N 89° 59' 25" E	2011.25'
L2	N 89° 59' 25" E	2011.25'
L3	N 89° 59' 25" E	2011.25'
L4	N 89° 59' 25" E	2011.25'
L5	N 89° 59' 25" E	2011.25'
L6	N 89° 59' 25" E	2011.25'
L7	N 89° 59' 25" E	2011.25'
L8	N 89° 59' 25" E	2011.25'
L9	N 89° 59' 25" E	2011.25'
L10	N 89° 59' 25" E	2011.25'
L11	N 89° 59' 25" E	2011.25'
L12	N 89° 59' 25" E	2011.25'
L13	N 89° 59' 25" E	2011.25'
L14	N 89° 59' 25" E	2011.25'
L15	N 89° 59' 25" E	2011.25'
L16	N 89° 59' 25" E	2011.25'
L17	N 89° 59' 25" E	2011.25'
L18	N 89° 59' 25" E	2011.25'
L19	N 89° 59' 25" E	2011.25'
L20	N 89° 59' 25" E	2011.25'
L21	N 89° 59' 25" E	2011.25'
L22	N 89° 59' 25" E	2011.25'
L23	N 89° 59' 25" E	2011.25'
L24	N 89° 59' 25" E	2011.25'
L25	N 89° 59' 25" E	2011.25'
L26	N 89° 59' 25" E	2011.25'
L27	N 89° 59' 25" E	2011.25'
L28	N 89° 59' 25" E	2011.25'
L29	N 89° 59' 25" E	2011.25'
L30	N 89° 59' 25" E	2011.25'
L31	N 89° 59' 25" E	2011.25'
L32	N 89° 59' 25" E	2011.25'
L33	N 89° 59' 25" E	2011.25'
L34	N 89° 59' 25" E	2011.25'
L35	N 89° 59' 25" E	2011.25'
L36	N 89° 59' 25" E	2011.25'
L37	N 89° 59' 25" E	2011.25'
L38	N 89° 59' 25" E	2011.25'
L39	N 89° 59' 25" E	2011.25'
L40	N 89° 59' 25" E	2011.25'
L41	N 89° 59' 25" E	2011.25'
L42	N 89° 59' 25" E	2011.25'
L43	N 89° 59' 25" E	2011.25'
L44	N 89° 59' 25" E	2011.25'
L45	N 89° 59' 25" E	2011.25'
L46	N 89° 59' 25" E	2011.25'
L47	N 89° 59' 25" E	2011.25'
L48	N 89° 59' 25" E	2011.25'
L49	N 89° 59' 25" E	2011.25'
L50	N 89° 59' 25" E	2011.25'
L51	N 89° 59' 25" E	2011.25'
L52	N 89° 59' 25" E	2011.25'
L53	N 89° 59' 25" E	2011.25'
L54	N 89° 59' 25" E	2011.25'
L55	N 89° 59' 25" E	2011.25'
L56	N 89° 59' 25" E	2011.25'
L57	N 89° 59' 25" E	2011.25'
L58	N 89° 59' 25" E	2011.25'
L59	N 89° 59' 25" E	2011.25'
L60	N 89° 59' 25" E	2011.25'
L61	N 89° 59' 25" E	2011.25'
L62	N 89° 59' 25" E	2011.25'
L63	N 89° 59' 25" E	2011.25'
L64	N 89° 59' 25" E	2011.25'
L65	N 89° 59' 25" E	2011.25'
L66	N 89° 59' 25" E	2011.25'
L67	N 89° 59' 25" E	2011.25'
L68	N 89° 59' 25" E	2011.25'
L69	N 89° 59' 25" E	2011.25'
L70	N 89° 59' 25" E	2011.25'
L71	N 89° 59' 25" E	2011.25'
L72	N 89° 59' 25" E	2011.25'
L73	N 89° 59' 25" E	2011.25'
L74	N 89° 59' 25" E	2011.25'
L75	N 89° 59' 25" E	2011.25'
L76	N 89° 59' 25" E	2011.25'
L77	N 89° 59' 25" E	2011.25'
L78	N 89° 59' 25" E	2011.25'
L79	N 89° 59' 25" E	2011.25'
L80	N 89° 59' 25" E	2011.25'
L81	N 89° 59' 25" E	2011.25'
L82	N 89° 59' 25" E	2011.25'
L83	N 89° 59' 25" E	2011.25'
L84	N 89° 59' 25" E	2011.25'
L85	N 89° 59' 25" E	2011.25'
L86	N 89° 59' 25" E	2011.25'
L87	N 89° 59' 25" E	2011.25'
L88	N 89° 59' 25" E	2011.25'
L89	N 89° 59' 25" E	2011.25'
L90	N 89° 59' 25" E	2011.25'
L91	N 89° 59' 25" E	2011.25'
L92	N 89° 59' 25" E	2011.25'
L93	N 89° 59' 25" E	2011.25'
L94	N 89° 59' 25" E	2011.25'
L95	N 89° 59' 25" E	2011.25'
L96	N 89° 59' 25" E	2011.25'
L97	N 89° 59' 25" E	2011.25'
L98	N 89° 59' 25" E	2011.25'
L99	N 89° 59' 25" E	2011.25'
L100	N 89° 59' 25" E	2011.25'

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

# TRACT NO. 29195

BEING A SUBDIVISION OF PORTIONS OF PARCELS 4, 6, 8, 9, AND 10 AS SHOWN ON BY PARCEL MAP NO. 29102  
RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, IN BOOK 32, PAGE 5, SECTION 34, TOWNSHIP 1 N., RANGE 1 E.,  
RIVERSIDE COUNTY, CALIFORNIA, LINES WITHIN SECTIONS 32 AND 33, SEPTEMBER, 2003

SHEET 4 OF 4 SHEETS

LINE	BEARING	DISTANCE
1	N 89° 54' 11" E	40.86
2	N 89° 54' 11" E	40.86
3	N 89° 54' 11" E	40.86
4	N 89° 54' 11" E	40.86
5	N 89° 54' 11" E	40.86
6	N 89° 54' 11" E	40.86
7	N 89° 54' 11" E	40.86
8	N 89° 54' 11" E	40.86
9	N 89° 54' 11" E	40.86
10	N 89° 54' 11" E	40.86
11	N 89° 54' 11" E	40.86
12	N 89° 54' 11" E	40.86
13	N 89° 54' 11" E	40.86
14	N 89° 54' 11" E	40.86
15	N 89° 54' 11" E	40.86
16	N 89° 54' 11" E	40.86
17	N 89° 54' 11" E	40.86
18	N 89° 54' 11" E	40.86
19	N 89° 54' 11" E	40.86
20	N 89° 54' 11" E	40.86
21	N 89° 54' 11" E	40.86
22	N 89° 54' 11" E	40.86
23	N 89° 54' 11" E	40.86
24	N 89° 54' 11" E	40.86
25	N 89° 54' 11" E	40.86
26	N 89° 54' 11" E	40.86
27	N 89° 54' 11" E	40.86
28	N 89° 54' 11" E	40.86
29	N 89° 54' 11" E	40.86
30	N 89° 54' 11" E	40.86
31	N 89° 54' 11" E	40.86
32	N 89° 54' 11" E	40.86
33	N 89° 54' 11" E	40.86
34	N 89° 54' 11" E	40.86
35	N 89° 54' 11" E	40.86
36	N 89° 54' 11" E	40.86
37	N 89° 54' 11" E	40.86
38	N 89° 54' 11" E	40.86
39	N 89° 54' 11" E	40.86
40	N 89° 54' 11" E	40.86
41	N 89° 54' 11" E	40.86
42	N 89° 54' 11" E	40.86
43	N 89° 54' 11" E	40.86
44	N 89° 54' 11" E	40.86
45	N 89° 54' 11" E	40.86
46	N 89° 54' 11" E	40.86
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REMAINDER PORTION  
PARCEL 4  
PARCEL MAP 29102  
P.M.B. 198/40-48

REMAINDER PORTION  
PARCEL 6  
PARCEL MAP 29102  
P.M.B. 198/40-48

TRACT NO. 29195  
M.B. 358/82-84.

TRACT NO. 29195  
M.B. 358/82-84.

SEE SHEET 3



**CITY OF BEAUMONT**

**SUBDIVISION AGREEMENT  
FINAL TRACT MAP NO. 29195**

**Pulte Home Corporation  
1351 Pomona Road, Suite 200  
Corona, CA 92882**

THIS AGREEMENT made and entered into this \_\_\_\_th day of \_\_\_\_, 2004 by and between Pulte Home Corporation, a Michigan corporation the parties of the first part, hereinafter designated and called "Subdivider," and THE CITY COUNCIL OF THE CITY OF BEAUMONT, a municipal corporation of the County of Riverside, State of California, acting by and through Larry Dressel as Mayor and Alan Kapanicas as Deputy City Clerk, there unto authorized so to act, the party of the second part, hereinafter designated and called "City Council".

**WITNESSETH**

THAT, WHEREAS, said the Subdivider has presented to the City Council that certain map of a proposed subdivision of land located within the corporate limits of the City of Beaumont, to wit: Tract 29195, a copy of which said proposed map is attached to this agreement and is hereby referred to and made part of this agreement for any and all particulars, and has requested the City Council to accept the dedication of the street or streets delineated and shown on said map as and for a public street and highway, or streets and highways, and to otherwise approve said map to the end that said may be recorded as required by law; and

WHEREAS, the City Council requires as a condition precedent to the acceptance and approval of said map the dedication of such streets, highways and public ways as delineated and shown on said map and deems the same as necessary for the public use; that any street or streets delineated and shown on said map shall be improved by the construction thereon and installation therein of grading, paving, curbs, gutters, sidewalks, storm drains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, and water pipes and mains, and appurtenances thereto, together with fire hydrants and other public improvements approved by the City Public Works Director pursuant to the Conditions of Approval for Tentative Tract Map No. 29195.

AND, WHEREAS, the improvement of said street or streets, highway or highways, as shown and delineated on said map is required and deemed necessary for the public use has not been done, into this agreement with the City, whereby in consideration of the acceptance of the offers of dedication by the City Council, the Subdivider agrees to complete the work hereinafter in this agreement mentioned and set forth in detail to be done by Subdivider within the time hereinafter mentioned.

NOW, THEREFORE, in consideration of the premises and of the acceptance of the offers of dedication of street and streets shown and delineated on said map and the

approval of said map for filing and recording as provided and required by law, it is mutually agreed

and understood by and between Subdivider and City Council, the Subdivider and City Council do hereby mutually agree as follows:

That the City Council has fixed and does hereby fix the time within which Subdivider is to do and perform the work and improvements hereinafter stated and specified as being one year from the date hereof, and that Subdivider shall, at his scale cost and expense including all cost of inspection or inspections done by the City of Beaumont within the period of time herein above in Paragraph 1 of this agreement stated and fixed, do or cause to be done and performed the following described work and/or improvements, to wit:

All public improvements as shown on improvement Plans for Tract No 29195 and approved by the City Public Works Director.

It is expressly agreed and understood by the Subdivider that City of Beaumont shall inspect all said work to be done by an inspector employed by the City of Beaumont at the cost and expense of Subdivider and that Subdivider shall pay unto City on demand the actual cost of such inspection at set forth In the Beaumont Municipal Code. It is further agreed and understood by the Subdivider and the City Council that the Subdivider shall be solely responsible for the maintenance of said improvements until such time as the improvements have received final inspection by the City Public Works Director and have been formally accepted for maintenance by the City Council.

2. All of the said work and improvements and the materials therefore shall be done, performed and installed in strict accordance with improvement plans and specifications therefore as approved by the City Public Works Director which are hereby adopted and made a part of this agreement.
3. The Subdivider shall, at the time of the execution of this agreement, present to and file with the City of Beaumont security in the sum Five Hundred Twenty Seven Thousand Six Hundred Nine (\$527,609) which sum, it is hereby agreed, is the sum fixed by the City of Beaumont for that purpose, in accordance with the provisions of Section 66499 of the Government Code of the State of California, conditioned upon the faithful performance by Subdivider of this agreement and by its terms made to inure to the benefit of the City of Beaumont.

4. The Subdivider shall, before commencing any work as herein provided for, take out and at all times maintain during the course of such work, workmen's compensation insurance required by the laws of the State of California, and failing to do so, the City of Beaumont may procure such insurance for said Subdivider and Subdivider shall pay the City of Beaumont such monies as the City of Beaumont may be compelled to pay therefore.
5. The Subdivider shall save the City Council, the City of Beaumont, and the officers, contractors, and employees of said City of Beaumont, harmless against injuries to persons and damage to property, which may occur by reason or in connection with any work done as provided and contemplated by this agreement, and Subdivider shall procure and carry at all times during the course of said work, liability insurance therefore in the amount of One Million Dollars (\$1,000,000.00) in favor of the Subdivider, the City Council, the City of Beaumont and the officers, contractors and employees of the City of Beaumont as long as any work is being done as provided by this agreement, and until such time as the City and/or other responsible public agencies have accepted improvements for maintenance.

IN WITNESS WHEREOF, Subdivider, as parties of the first part, have hereunto set their hands and the City Council has caused these presents to be executed in the name of the City Council of the City of Beaumont, by it officers thereunto duly authorized on the day and year in this agreement first above written.

CITY OF BEAUMONT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

SUBDIVIDER  
Pulte Home Corporation

By  
\_\_\_\_\_